

CITY COUNCIL
ATLANTA, GEORGIA

02-R-0005

A SUBSTITUTE RESOLUTION

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE REIMBURSABLE AGREEMENT NO. SO-0470-07X WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR REIMBURSEMENT BY THE CITY TO THE FAA OF THE COST INCURRED BY THE FAA FOR CONSTRUCTION OF THE AIRPORT TRAFFIC CONTROL TOWER AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT UP TO AN ESTIMATED AMOUNT NOT TO EXCEED \$31,030,000.00, TO BE PAID FROM FUND ACCOUNT CENTER NO. 2H21 529010 R21E05069999; AND FOR OTHER PURPOSES.

WHEREAS, the City, as owner and operator of the Hartsfield Atlanta International Airport, is responsible for the cost of relocating FAA navigational facilities serving the Airport, including the Airport Traffic Control Tower ("ATCT"); and

WHEREAS, the City and the FAA have determined that the existing ATCT facility is not tall enough for controllers to see the 5th Runway and a taller tower is needed to provide line of sight to the runway; and

WHEREAS, the FAA will perform certain services required to accomplish the project, titled "Construction of the Airport Traffic Control Tower at Hartsfield Atlanta International Airport" (the "ATCT Project") as hereinafter described, subject to the reimbursement of the cost thereof by the City, as hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and she hereby is authorized to execute on behalf of the City of Atlanta Reimbursable Agreement No. SO-0470-07X, which shall provide for the FAA to perform the services described in that copy of said Agreement No. SO-0470-07X attached hereto as Attachment I and made a part hereof by reference, for a cost to the City not to exceed \$31,030,000.00, with provision for up to 10% overage in the anticipated maximum cost, and containing the stipulation that the City and the FAA anticipate executing two (2) additional reimbursable agreements for the ATCT Project identified in Article I of said Agreement No. SO-0470-07X at a cost to the City to be determined and subject to authorization by the City Council in the future.

BE IT FURTHER RESOLVED that the cost to the City under said Agreement to be charged to and paid from Fund Account Center No. 2H21 529010 R21E05069999.

BE IT FURTHER RESOLVED that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor.

BE IT FINALLY RESOLVED that said Agreement shall not become binding upon the City, and the City shall incur no obligation or liability thereunder until the same has been signed by the Mayor and delivered to the FAA.

A true copy,

Deputy Clerk

ADOPTED by the Council
APPROVED by the Mayor

FEB 04, 2002
FEB 12, 2002



Agreement Number: SO-0470-07X

REIMBURSABLE AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AND
THE CITY OF ATLANTA, GA

WHEREAS, the Federal Aviation Administration, hereinafter referred to as the FAA, is in a position to furnish directly or by contract supplies, equipment, and services which the City of Atlanta, hereinafter referred as the Airport Owner, requires, has funds available for, and has determined should be obtained from the FAA;

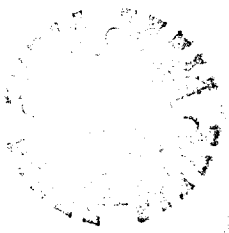
WHEREAS, 49 USC Section 106(L)(6) authorizes the FAA to enter into such contracts to carry out the functions of the Administrator and the Administration.

NOW THEREFORE, the FAA and the Airport Owner mutually agree as follows:

ARTICLE I-Title and Description of Project

Due to the Airport Owner's desire to have the FAA manage the Airport Traffic Control Tower (ATCT) construction contract, this agreement has been developed. The project titled "Construction of the Airport Traffic Control Tower at William B. Hartsfield Atlanta International Airport, Atlanta, Georgia", is described below. For this project, the FAA shall furnish the following services, supplies, and equipment at the dollar amounts indicated. The FAA and the City of Atlanta anticipate executing two additional reimbursable agreements for the ATCT project titled "Project Support for the Relocation of the Airport Traffic Control Tower at William B. Hartsfield Atlanta International Airport, Atlanta, Georgia" (for Resident Engineer services) and "Design and Installation of Electronic Equipment in the ATCT Cab at William B. Hartsfield Atlanta International Airport, Atlanta, Georgia".

A. The following is a detailed list of the specific aspects of performance, services and responsibilities:



The FAA will perform the following services, at the Airport Owner's expense:

1. Contract the construction of a new ATCT, Base Building and Parking Garage. Contract services shall include bidding, awarding and administering the construction contract. Progress payments shall be issued by the FAA and reimbursed by the Airport Owner.

2. Perform Contractor's Acceptance Inspections (CAI) with the Airport Owner's representatives. All items noted for correction during the CAI shall be performed under the construction contracts.

The Airport Owner will:

1. Assist the FAA and its contractors in processing permit applications and obtaining permits.
2. Provide a designated representative who will be readily available to the FAA's Resident Engineer during the construction of the ATCT, Base Building and Parking Garage. This representative shall be responsible for coordinating FAA concerns with the appropriate City Of Atlanta officials.
3. Be responsible for the demolition and removal of the existing ATCT within 90 days of commissioning of the new ATCT.
4. Participate in the Contractors Acceptance Inspection (CAI).

The estimated FAA costs associated with this project are as follows:

1. Estimated construction contract costs for the new ATCT, Base Building and Parking Garage.	\$ 29,000,000.00
2. Change Orders (contingencies)	\$ 2,030,000.00
Subtotal	\$ 31,030,000.00
+ Administrative Overhead Waived	\$ 0
Total	\$ 31,030,000.00

*Note: The standard administrative overhead rate of 26%, as authorized in change 3 of FAA Order 2500.35c, has been waived for the construction contract activity of this agreement by authority of an approval letter from ABU-1, dated 4/30/01. The waived overhead rate shall be only applied to the construction contract and allowance account illustrated above. The rate does not apply, nor is retroactive to the terms of any other existing agreement related to this ATCT relocation project.

A. No services or supplies, other than listed above, will be furnished under this agreement.

B. No equipment will be furnished through the FAA Logistics Center.

C. All construction materials will be stored by the FAA's contractor.

D. The estimated amounts that should be charged against the project, by fiscal year, are:

FY '03 (10/1/02 - 9/30/03)	\$10,000,000.00
FY '04 (10/1/03 - 9/30/04)	\$10,000,000.00
FY' 05 (10/1/04 - 9/30/05)	\$11,030,000.00

Note: In the event that the construction schedule acceleration plan currently being discussed is approved, the cash flow indicated above will be adjusted accordingly.

ARTICLE II - Period of Agreement

A. The agreement is estimated to last three years. It will be effective on the date of the last signature below, and be considered complete when the final bill has been paid.

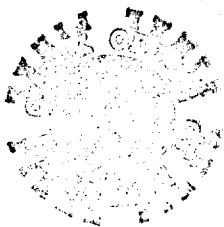
B. The Target Milestones are as follows:

1. Construction Start	October 2002
2. Construction Complete	September 2004
3. Electronic Installation Start	November 2004
4. Electronic Installation Complete	April 2005
5. Commissioning	April 12, 2005

Note: The above dates are subject to acceleration depending upon agreement by the FAA and the Airport Owner.

ARTICLE III - Reimbursement, Performance, and Accounting Arrangement

a. The Airport Owner will reimburse the FAA quarterly for the project costs incurred by the FAA in fulfilling the terms under this agreement. However, in the event of revocation of the agreement as provided in Article VI, the Airport Owner will reimburse the FAA for all costs.



b. In determining the costs to the FAA, the general administrative overhead cost has been waived for this project.

c. The FAA hereby assigns the responsibility for the accomplishment of this agreement to the Southern Region. The Accounting Division is identified by the FAA as the billing office for this agreement. Their mailing address is:

Federal Aviation Administration
Accounting Operations Branch, ASO-22
P. O. Box 45719
Atlanta, Georgia 30320
Telephone; (404) 305-7040

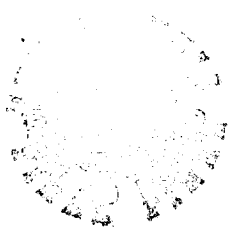
d. The Airport Owner hereby identifies the office to which the FAA will render bills for the project costs incurred:

Mr. Benjamin DeCosta, General Manager
Department of Aviation, City of Atlanta
William B. Hartsfield Atlanta International Airport
P. O. Box 20509
Atlanta, Georgia 30320-2509
Telephone: (404) 530-6600

e. Billing will be made by the FAA on SF-1114. The Reimbursable Bill Support List (a summary of cost by object class) will accompany all bills.

f. Estimates as contained in Article I are expected to be maximum, but may be adjusted to recover the FAA's actual costs. If during the course of this agreement, actual costs are expected to exceed the estimated costs by 10%, the FAA will notify the Airport Owner as soon as this is known. In the event that actual costs exceed the FAA estimate, the Airport Owner will pay actual costs. Similarly, if the actual costs are less than the FAA estimate, the Airport Owner will pay only the actual costs. The FAA will consult with the Airport Owner should contingency funds be required, however, the final determination on the use of the funds will be made by the FAA.

g. Payments for billing are due within 30 days of receipt. Late charges will be assessed on delinquent payments at a rate based on the then current value of funds to the United States Treasury. Late charges will be



assessed in 30-day increments for each 30-day period or portion thereof that payment is delayed. Delinquency in payment in excess of 30 days may result in revocation of this agreement, at the FAA's discretion.

ARTICLE IV - Amendment

Any change in the supplies, equipment, or services to be furnished, or their associated costs under this agreement shall be formalized by an appropriate written amendment to the agreement which shall outline in detail the exact nature of the change.

ARTICLE V - Effective Date

This reimbursable agreement is for the construction phase of the ATCT project. Its conditions have been agreed upon between the parties on the subject matter set forth in article I and is effective on the date of the last signature below.

ARTICLE VI - Revocation

This agreement may be revoked by either party upon 30 days advance written notice. The Airport Owner shall pay FAA's actual costs incurred to the effective date of revocation.

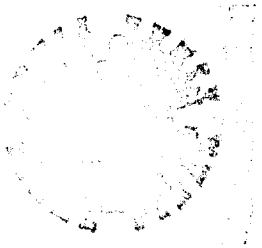
ARTICLE VII - Employment Ceiling

Not applicable.

ARTICLE VIII – Liability

A. Hold Harmless

To the extent permitted by law, the City of Atlanta (Airport Owner) agrees to hold the FAA, its officers, agents and employees, harmless for causes of action, suits or claims directly arising out of the work performed under this agreement, except that to the extent that such claim is alleged to have arisen from the act or omission



by an employee of the FAA acting within the scope of his employment, this hold harmless obligation shall not apply and the provisions of The Federal Tort Claims Act, 28 U. S. Code, Section 2671, et, seq., shall control.

B. **Damages**

Except for damage to or destruction of FAA property caused by the FAA or any FAA personnel agents or contractors, the Airport Owner agrees to reimburse the FAA for any damage to or destruction of FAA property arising out of work under this agreement which is caused by the Airport Owner's officers, employee or agents.

ARTICLE IX - Funds Availability

The Airport Owner agrees to seek appropriations for the estimate set forth in Article I. The Airport Owner shall notify the FAA immediately when such funds are appropriated, or when requested appropriations are denied by an entity controlling Airport Owner funds.

The FAA and the Airport Owner agree to the provisions of this agreement as indicated by the signatures of their duly authorized officers.

FEDERAL AVIATION ADMINISTRATION

BY _____

TITLE Mgr, Acquisition & Real Estate Branch

DATE _____

CITY OF ATLANTA

BY _____

TITLE _____

DATE _____

RCS# 3424
2/04/02
1:57 PM

Atlanta City Council

Regular Session

CONSENT I 02-O-0004; 02-O-0006; 02-R-0005

ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 1
NOT VOTING: 2
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	Y Martin	Y Norwood
A Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	NV Boazman	NV Woolard

CORRECTED COPY

CONSENT I

02-R-0005
(Do Not Write Above This Line)

A RESOLUTION BY

TRANSPORTATION COMMITTEE

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Concort member I Young
Abstention
ADOPTED BY

FEB 04 2002

COUNCIL

- ☐ CONSENT REFER
☐ REGULAR REPORT REFER
☐ ADVERTISE & REFER
☐ 1st ADOPT 2nd READ & REFER
☐ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee TRANSPORTATION
Date 1/16/02
Chair [Signature]
Referred to: [Signature]

Committee TRANSPORTATION
Date 1/16/02
Chair [Signature]
Action: [Signature]
Fav, Adv, Hold (see rev. side)
Other: Substantive
Members
Refer To

Committee TRANSPORTATION
Date 1/30/02
Chair [Signature]
Action: [Signature]
Fav, Adv, Hold (see rev. side)
Other: [Signature]
Members
Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd
Readings
☒ Consent ☐ V Vote ☐ RC Vote

CERTIFIED

CERTIFIED
FEB 04 2002

ATLANTA CITY COUNCIL PRESIDENT

[Signature]

CERTIFIED
FEB 04 2002

[Signature]
MUNICIPAL CLERK

MAYOR'S ACTION

[Signature]

FEB 12 2002

AYC